TABLE OF CONTENTS

S	E	C	Ί	I	U		4	_	P	ŀ	(U	ľ	'()			£	D)	ŀ		1	1	V	L	K	(J	1	V	Ν	1		ť.	\	[]	Ľ	S	
---	---	---	---	---	---	--	---	---	---	---	---	---	---	----	---	--	--	---	---	---	---	--	---	---	---	---	---	---	---	---	---	---	---	--	----	----------	----	---	---	--

4.1	PURP	OSE			1
4.2	STAT	E VISION	J		1
4.3	STAT	E POLIC'	Y		2
4.4	REOU	IRED SE	RVICES		2
	-			ervices (M-O)	
	4.4.2			vistance Services For Voice (M-O)	
	4.4.3			Protocol (IP) Services (M-O)	
	4.4.4			and Fixed Wireless Access (BFWA) Services (M-O)	
	4.4.5			entation (M)	
4.5	PROP	OSED ST	ATE ENVI	RONMENT (M-O)	8
	4.5.1				
	4.5.2			Scenarios	
				PR Provisions.	
				Ouration IPRs	
				uration IPRs	
	4.5.3	DTS/ST	ND Oversi	ght	11
	4.5.4			ibility (M)	
	4.5.5	Contract	Business F	Relationships (M)	12
		4.5.5.1	State and	Contractor Business Relationships (M)	12
			4.5.5.1.1	Communication, Cooperation, and Collaboration (M)	13
			4.5.5.1.2	Business Practices and Contract Terms and Conditions (M	4) 13
			4.5.5.1.3	Technical Interoperability (M) (only applicable to Module	es 1
				and 2)	
				Impact on other Module's Services (M)	14
			4.5.5.1.5	Business Relationships with Other Telecommunications	
				Providers	
		4.5.5.2	-	Business Relationships (M)	
			4.5.5.2.1	Single Point of Contact (M)	
				Interaction Between Affiliates (M)	
				Competitive Business Goals Between Affiliates (M)	
			4.5.5.2.4	Sharing of Key Personnel and Resources (M)	
	4.5.6			n/Transfer Objectives (M)	
				(M)	
	457			Between Modules	
	4.5.7			s Plan (M)	
		4.5.7.1		nd Resource Requirements (M)	
	450	4.5.7.2		Activity Requirements (M)	
	4.5.8			Evaluation And Demonstration Process (M)	
	4.5.9	4.5.9.1		Program Manager (DCPM) Responsibilities (M) ative Functions (M)	
				Functions (M)	
		4.3.7.4	reporting	Tunctions (IVI)	23

4.5.9.3	Relationship Management Functions (M)	. 23
4.5.10 Perform	ance Deficiencies And Charges (M)	. 25

CALNET II RFP Section 4, Page ii ADDENDUM #28 04/13/06

SECTION 4

PROPOSED ENVIRONMENTS

4.1 PURPOSE

This Section provides interested parties an overview of the proposed telecommunications environment envisioned by the Department of Technology Services, Office of Network Services (DTS/STND). The Department's authority and responsibility for ensuring that cost effective and efficient telecommunications services are available for use by state and local government, and the general approach for this RFP are addressed for reference in Section 1, Introduction, and Section 3, Current Environment. This section is intended to communicate proposed service enhancements and changes in contract management and oversight requirements not identified in Section 3.

4.2 STATE VISION

In 1998, with award of the CALNET I Services Contract, the Department of General Services (DGS) initiated the first phase of a State strategy to establish a new telecommunications model for the State of California. This model was designed to replace an environment of heterogeneous, State owned networks with an integrated, flexible, and efficient statewide multifunctional service relying to the greatest extent feasible on contractor-owned and provided infrastructure. The experience gained from the CALNET I Contract has validated the State's strategic direction. The State's vision is:

- Owning and operating wide area networks (WANs) are neither core competencies nor core responsibilities of the State; thus, the State's telecommunications network(s) will continue to be procured from, and operated by, private contractor(s) under the oversight of DTS/STND.
- For a consolidated, flexible, responsive, secure, survivable, efficient and cost-effective telecommunications infrastructure that provides seamless end-to-end interoperability for voice, data and video services, whether separately or as part of a Converged Service. See Section 4.4 for a description of the Modules solicited in this RFP.
- Where feasible, multiple contractors should provide increased diversity and competition that would lead to lower prices, more customer choices, and the capability to obtain and rapidly deploy new technologies. (This may include other contracts for services outside of CALNET II.)
- State acquisition processes and requirements should allow for flexibility, and for refreshing competitively bid services or adding technology enhancements to services through the life of the Contract. (Refer to the Model Contract(s) in Appendix B, Section 68).

CALNET II RFP Section 4. Page 1 ADDENDUM #28 04/13/06

4.3 STATE POLICY

The requirements of this RFP address the wide variety of State and local government business and technical requirements in the context of the State vision. The requirements of this RFP will identify the commitment required to help ensure smooth Transition or Migration to the awarded Contract(s), provide for continuous modernization of the infrastructure, and rapid deployment of technologies to meet the State's ever-increasing telecommunications demands.

Considering both State and local government telecommunications business needs, the State will continue through CALNET II and other telecommunications contracts to:

- Develop and implement strategies and policies that will satisfy the State vision, including taking advantage of technology improvements (i.e. refreshing of technology, and Convergence of voice, video and data networks and applications);
- Promote more diverse and cost effective product and service choices through policy
 and acquisition strategies that encourage vendor competition and reduced prices for
 new and existing services and technologies, and pursue other factors and actions that
 will help meet State or Customer business needs;
- Obtain economies of scale through the State's leveraged buying power, require pricing strategies that benefit the State as a whole, provide for Service Level Agreements (SLAs) that are industry standard or better, and pursue other related efficiencies and protections.
- Maintain the ability to substitute or discontinue (off-ramp) Contracted services that do not meet Customer and/or Contract requirements.
- Perform Contract management and oversight responsibilities to ensure network performance, cost competitive services, and Contract terms and conditions are adhered to.

4.4 REQUIRED SERVICES

The State has requirements for a broad range of voice and data network, line-side, video and other telecommunications services. The requirements for each Module described below and in Section 6 of this RFP are distinct, just as the technologies provided within each Module are distinct.

The Services provided under the current CALNET Agreement are listed in Section 3, (Current Environment). The requirements described in RFP Section 6, (Business and Technical Requirements) detail the functionality that is to be provided under the

CALNET II RFP Section 4, Page 2 Addendum #12 08/15/05

Contracts resulting from this RFP. The successful Bidders will provide the services described in Section 6, or the functional equivalent of each service description.

The State is seeking service functionalities, and is not dictating the method of delivery or technology whenever possible for the required services in the four Modules. Read the entire RFP carefully to determine the specific requirements.

4.4.1 Module 1 – Core Services (M-O)

This Module encompasses most of the voice and data services currently provided under the CALNET I Contract with the exception of the voice long distance features and services contained in Module 2. The State is seeking an overall solution provided at the least cost with enough feature flexibility to allow Customers the choice of low cost basic services or more sophisticated feature rich services. The following is a general list of services that may not include all services requested in Section 6.

For core voice services, the Contractor shall be responsible for service delivery and installation of the central office exchange services (or equivalent) and the business access lines to the Customer's workstation (station jack or equivalent demarcation point). The Contractor shall provide local telephone services, including Intra-LATA local toll, on a statewide basis.

The Contractor shall also provide trunk service to Customer Private Branch Exchanges (PBXs) or Customer Premise Equipment (CPE). In addition to standard trunking, such as DID, DOD, and 2-Way basic trunking, the Contractor shall provide digital facilities based trunking as well as extended Signaling System 7 (SS7) capabilities. Additional voice services shall include Voice Mail services, Operator services, Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Specialized Call Routing (SCR) and Computer Telephone Integration (CTI).

For core data services, the Contractor shall provide and support a WAN infrastructure that transports data traffic for the following services: Analog service, Carrier services (DS0, DS1 and DS3), ISDN Basic Rate Interface (BRI) and Primary Rate Interface (PRI), Frame Relay, Managed Frame Relay, Asynchronous Transfer Mode (ATM), and Agency hosted Digital Subscriber Line (DSL).

The State is also seeking additional desirable data services such as: Gigabit Ethernet Metropolitan Area Network (MAN), Multi Protocol Label Switching (MPLS), Synchronous Optical Network (SONET), Switched 56 and DSL Virtual Private Network (VPN) services.

These Services will be provided to replace existing equivalent Customer services following award of the Contract with no Transition costs to the Customers.

Module 1 Bidders shall respond to the following:

Bidder understands the requirement and shall meet or exceed it? Yes_____ No____

CALNET II RFP Section 4, Page 3 Addendum #12 08/15/05

STATE OF CALIFORNIA **RFP DGS-2053** Reference: _____ page_____ paragraph____ location Description: **4.4.2** Module 2 – Long Distance Services For Voice (M-O) This Module includes the voice related long-distance features and functionality currently provided under the CALNET I Contract. The Module 2 Contractor shall provide long distance voice network services and functionality consisting of Inter-LATA, Inter-State, and International calling. This Module will also offer Network Based Call Center solutions, 900 Services, Toll Free Services, Operator Services, Calling Card Services, and Network Audio Conferencing. Long distance services shall be accessed through pre-subscription and will be interoperable with the core services offered in Module 1. Additional features and services shall also be provided in Module 2 as described in Section 6. Similar to the features and services included in Module 1, these services will be provided to replace existing equivalent Customer services following award of the Contract with no Transition costs to the Customers. Module 2 Bidders shall respond to the following: Bidder understands the requirement and shall meet or exceed it? Yes No Reference: document_____ _____page_____paragraph____ location Description:

4.4.3 Module 3 –Internet Protocol (IP) Services (M-O)

This Module provides an alternative solution to the traditional voice, video and data services named in Modules 1 and 2, by providing those services in an IP environment. The establishment of these new IP based services will enable the State to provide its CALNET II Customers hosted turnkey Voice over Internet Protocol (VoIP) solutions, other IP services and a migration path to Convergence as Customer's business needs dictate.

This module also includes Network Based IP Call Center solutions, Managed IP Video Conferencing and a variety of Converged Services. Due to the structure of the RFP, all services shall provide end-to-end connectivity. The following is a general list of services that may not include all services requested in Section 6.

Specific minimum geographic service areas have been identified in the requirements of Section 6. These minimum geographic service requirements are derived from current State telecommunications usage statistics but are not to be considered a guarantee of future usage for services from Module 3. The State also plans on conducting an analysis to determine the quality and reliability of the proposed IP solution and the associated data network.

- <u>Hosted Standalone IP Telephony Services:</u> The Contractor shall provide a full turnkey Hosted IP Voice solution for the State. The Hosted VoIP solution shall be delivered on a simple "per seat per month" cost basis. No long distance fees shall apply between service areas. All off-net local, long distance, and toll free services shall be provided through the Contractor supplying services on Module 3.
- <u>IP Transport for Converged Services:</u> The Contractor shall provide an IP Transport that will support voice, video and data services, providing a migration path to future application Convergence. IP Transport may include, but is not limited to: DSL, DS0, DS1, DS3, Fractional DS3, Ethernet, or a combination to augment geographic coverage or bandwidth. Although the State is not specifying network configuration or technology, the Contractor shall not transport 'Converged Services' over the public Internet.
- Converged Services, IP Telephony Services: The Contractor shall provide a WAN solution that will connect to the Customer's Local Area Networks (LANs) allowing for migration to a converged environment. This service will allow for the provisioning of hosted voice and data over a single IP network interface.
- <u>Converged Services IP Contact Center Applications</u>: The Contractor shall provide functionality such as the following: Contact Center service functionality Automatic Call Distribution (ACD), Interactive Voice Response (IVR), Specialized Call Routing (SCR), and Computer Telephone Integration (CTI) Services.

CALNET II RFP Section 4, Page 5 Addendum #14 09/30/05

• <u>Converged Services – IP Communication Applications – Other Services</u>: The Contractor shall provide additional IP based applications such as Managed IP Video Conferencing and Unified Messaging Services.

These features/services may be purchased per documented Customer business needs and with DTS/STND approval.

Module 3 Bi	dders shall respor	nd to the follow	ring:	
Bidder under	rstands the requir	ement and shal	ll meet or exceed it?	Yes No
Reference:	document			
location		page	paragraph	
Description:				

4.4.4 Module 4 – Broadband Fixed Wireless Access (BFWA) Services (M-O)

This Module provides an alternative to some of the data services named in Modules 1 and 3 via a fixed wireless environment. The purpose of this Module is to provide an alternative to traditional wireline local loop services (last mile access) and wire services through a variety of wireless technologies provided in conjunction with wired data services to form wireless-to-wireless-to-wireless end-to-end solutions.

The data service will be evaluated and awarded as the delivery of either 100k or 200k line rates for each channel service. Therefore, the State is not dictating the method of delivery or technology that makes up this service. Also, many types of wireless technologies may be used separately or in combination to augment geographic coverage or bandwidth. There are specific minimum geographic coverage requirements detailed in Section 6 as well as evaluation points awarded in Section 9 to Bidders based on their existing coverage upon RFP submittal. However, there are no minimum guarantees and it is impossible for the State to predict the usage of BFWA service.

The State also plans on conducting an analysis to determine the quality and reliability of the proposed BFWA solution and the associated data network. Some of the requirements shall include an open standards based network interface, 98.5% availability of the BFWA Segment, BFWA transmission distance of not less than 1 mile, and Wireless Channel line average throughput not less than 100Kbps.

CALNET II RFP Section 4. Page 6 ADDENDUM #28 04/13/06

m : 1.11.1 21.11		. 1.0		1 1
These services shall be available shall only be provided with DTS/ST	•		tomer business	needs and
Module 4 Bidders shall respond to	the following	g:		
Bidder understands the requiremen	t and shall n	neet or exceed i	t? Yes No	
Reference: document				
location				
Description:				
Transition/Implementation (M)				
The Transition of Core Services (Services for Voice (Module 2, Following Contract award(s) to recontract. Implementation of Interrof the Broadband Fixed Wireless Awith Customers when their business written request submitted by the Cu	RFP Section replace the senet Protocol Access (Modes needs dictated)	6.2) will be services provid Services (Moduule 4, RFP Sect	implemented in ed under the Calle 3, RFP Section tion 6.4) will be	nmediately CALNET I on 6.3) and negotiated
•			0.77	
Bidder understands the requiremen	t and shall n	ieet or exceed i	t? Yes No	
Reference: document				
location				
Description:	-1 0	-1 0 1 		
r				

4.4.5

CALNET II RFP Section 4, Page 7 ADDENDUM #28 04/13/06

4.5 PROPOSED STATE ENVIRONMENT (M-O)

4.5.1 Major Objectives

Listed below are the major objectives the State wishes to achieve through competitively bid statewide Contracts:

- 1. Obtain cost effective, reliable, and secure telecommunications products and services for State and local government Agencies as provided for by the State vision, strategies and policies.
- 2. Consolidation of the State's telecommunications buying power through standard statewide pricing. For the purpose of the RFP, statewide pricing is defined as Contractor's franchise service areas and those geographic areas where the CPUC has approved competition. Contractors shall be required to offer baseline pricing in their Proposal for all offered services for all Customers.
- 3. Upon contract execution, Contract rates for all Module Services will be immediately available to:
 - a. New Customers
 - b. Existing Customers for new Services
 - c. All Customers for Services in Modules 3 and 4
- 4. New Contract rates for existing CALNET I Customers transitioning to CALNET II (Modules 1 and 2) will be effective no later than 120 days after award. Contractors will credit these Customers retroactive to the 120 day effective date for any Services transitioned on or after that date. For Services transitioned prior to the 120 day effective date, the new rates will begin on the transition date.
- 5. Credit will be equal to the monetary difference between the CALNET I rate and the CALNET II rate for the transitioned service.
- 6. A non-exclusive Contract model with a single prime Contractor for each of the four Modules described in Section 4.4 and in Section 6, where the Contractor will be given the opportunity within the Contract terms to provide reduced service pricing consistent with State policy (Management Memo 04-08 or its updated versions) before the State exercises its option to obtain services from alternative vendors. (See Section 4.5.2 regarding individual pricing requirements.)
- 7. No cost to existing Customers to Transition to replacement services in Module 1 and Module 2; Contractors must plan and communicate how this Transition would be accomplished in the least disruptive way.
- 8. Establish Contract amendment criteria and processes to enable the Contract(s) to be modified expeditiously to add enhanced services and features, reduce rates, or change other terms and conditions.

CALNET II RFP Section 4, Page 8 ADDENDUM #33 06/05/06

9. Establish business practices with the Contractor(s) to manage, deploy and implement services and sophisticated network monitoring capabilities, applicable reports and Customer training.

- 10. Ongoing and periodic in-depth reviews of service maintenance and provisioning strategies in the best interest of the Customer, including the ability to manage, track and report on large projects, and to make adjustments in Contractor(s) pricing.
- 11. Assessment of options for failure to meet Contract terms and conditions, and other designated rights and remedies for the State, with the ability to discontinue or substitute services as determined by DTS/STND, with advisory input from Customers and Contractor.
- 12. Continued support of Federal Universal Service Fund programs that assist qualified schools and libraries in obtaining cost effective telecommunications services.
- 13. Billing invoice systems used by the Contractor and/or Affiliates and subcontractors will be of the same invoice format and detail, and non-contract service items will be indicated with unique identifiers. Any request by Customers for special invoice requirements will be pre-approved by DTS/STND.
- 14. Confirmation and demonstration through Bidder response that the Bidder will comply with Appendix B, Model Contract Language, Section 60, regarding application of all service taxes, fees, surcharges, and surcredits.
- 15. Each Contractor will accept full responsibility to perform as the statewide Single Point of Contact for all Contract requirements for their respective Module, including service design, ordering, provisioning, maintenance, training, trouble reporting, and invoicing. This responsibility includes the conduct of each Contractor, their Affiliates or subcontractors, in complying with the terms and conditions of the Contract. Each Contractor will comply with the State's vision for an effective Contractor/State business relationship based on the services and business principles defined in this RFP.
- 16. Each Contractor, their Affiliates or subcontractors, as an integral part of the business relationship envisioned by the State in the RFP, are expected to provide consultative business assistance to Agencies in the planning, selection, application, and cost effective use of Contract Services at no additional cost.
- 17. Each Contractor will commit that corporate staff and resources commensurate with the size and complexities of the Contract will be assigned to support services throughout the Term of the Contract.
- 18. Each Contractor will inform the State in writing and make available any agreements with Affiliates or subcontractors that impact the performance of the Contract.

CALNET II RFP Section 4, Page 9 ADDENDUM #33 06/05/06

Bidder under	rstands the requi	irement and sha	ll meet or exceed it? Ye	sNo
Reference:	document			
location		page	paragraph	
Description:				

CALNET II RFP Section 4, Page 9-a ADDENDUM #33 06/05/06

4.5.2 Individual Pricing Scenarios

In addition to the statewide pricing provisions set forth above and consistent with State policy (Management Memo 04-08 or its updated versions), Appendix B, Model Contract Language, Section 57, and Section 70, Contractor may offer:

- Individual Case Basis Pricing (ICB) see Appendix B, Model Contract Language, Section 71 for a discussion of ICB pricing and provisions.
- Individual Price Reductions (IPR) see Appendix B, Model Contract Language, Section 72, and RFP Sections 4.5.2.1, 4.5.2.2, and 4.5.2.3 for a discussion of IPR pricing and provisions.

4.5.2.1 General IPR Provisions

The following provisions apply to all IPRs:

- 1. Contractor may enter into price negotiations with Agencies. These price negotiations allow Contractor to reduce prices: a) on one or more Services; b) for one or more Customers at a time; and/or c) by geographic area or location(s).
- 2. IPRs shall be for reduced Service pricing only. All other Contract terms and conditions, including Service Level Agreements, will remain unchanged.
- 3. DTS/STND has final approval or disapproval authority for all IPRs. An IPR shall not be implemented until approved in writing by DTS/STND. An IPR becomes effective on the date that it is approved by DTS/STND, unless otherwise noted in the IPR Notification (IPRN) document.
- 4. Within ten (10) business days of an Agency's concurrence to an IPR, the Contractor shall submit the IPR on an IPRN document to the DTS/STND for written approval.
- 5. No additional service taxes, fees, surcharges or surcredits will be allowed except as per RFP Section 5.5.2 and Appendix B, Model Contract Language, Section 60.
- 6. Once an IPRN is approved by DTS/STND, Contractor shall not cancel, or increase pricing for, any Service listed in the IPRN.
- 7. The Contractor shall post the IPR Service rate(s) on a DTS/STND designated website within ten (10) business days of the IPRN's approval. DTS/STND shall, at its sole discretion, determine and inform Contractor of the specific information to be posted.
- 8. All IPRs shall be subject to examination and audit pursuant to Appendix B, Model Contract Language, Section 33.

CALNET II RFP Section 4, Page 10 ADDENDUM #28 04/13/06

9. The IPRN and information regarding the approved IPR Service rate(s) shall be subject to the California Public Records Act.

10. Implementation of an approved IPR does not require reduction of statewide rate(s) for Service(s) subject to the IPR, pursuant to Appendix B, Model Contract Language, Section 70. However, if statewide rate(s) are reduced below the IPR rate(s) for such Service(s), the reduced statewide rate(s) shall automatically apply to the IPR.

4.5.2.2 Contract Duration IPRs

The following provisions apply to Contract Duration IPRs:

- 1. The Contractor shall be allowed to reduce one or more statewide Service prices for an Agency for the duration of the Contract. Refer to Appendix B, Model Contract Language, Section 72.
- 2. Customer may cancel any or all Services subject to the Contract Duration IPR without penalty.
- 3. The Contract Duration IPR Service rate(s) shall continue in effect from the date of IPRN approval by DTS/STND through the remainder of the term of the Contract unless terminated earlier by Customer or DTS/STND in accordance with the terms and conditions of the Contract, or if RFP Section 4.5.2.1 (10) applies.

4.5.2.3 Limited Duration IPRs

Limited Duration IPRs are only available for Module 1 and Module 2 Services. The following provisions apply to Limited Duration IPRs:

- 1. When a Customer or the State receives a formal written offer from an entity other than the Contractor for service(s) at rate(s) below that of CALNET II for a limited duration, the Contractor will be offered the opportunity to respond with an offer of a Limited Duration IPR with rate reduction(s) for such Service(s).
- 2. The term of a Limited Duration IPR shall not exceed two years, and in all cases shall not exceed the Term of the Contract.
- 3. If the Contractor does not provide a proposal within fifteen (15) business days or within such longer time period as determined by DTS/STND and the Customer, or if DTS/STND does not approve the Contractor's proposal, an exemption from use of the Contract for the specified Service(s) may be immediately granted if a) the Customer is a non-exempt State agency, and b) the Service(s) offered by the outside vendor are determined by the State to be essentially comparable to corresponding Service(s). To assess comparability, the State will consider factors such as Service Level Agreements, reliability, administrative fees, tools, reports, billing requirements, service taxes, fees, surcharges, surcredits, and contract terms and conditions, etc. All State Customers (exempt and non-exempt) are required to follow State procurement processes to acquire services outside the Contract.

CALNET II RFP Section 4, Page 10-a ADDENDUM #28 04/13/06

4.5.3 DTS/STND Oversight

The DTS/STND will:

- Exercise statewide management and oversight of Contract utilization and deployment, including Contractor provisioning, maintenance of products and services, and other related activities as may be required
- Perform a strong Customer advocate role to ensure the Contractor continuously provides responsive service to Customers
- Provide centralized Contract management and oversight to monitor adherence to terms and conditions by the Contractor, and to validate cost effectiveness of the Contract

4.5.4 Contractor Responsibility (M)

Each Contractor will:

- Comply with the requirements defined in the RFP and subsequent awarded Contract(s), including the business support and technical requirements detailed here and in Section 6, Business and Technical Requirements
- Comply with the terms and conditions of their respective Contract(s)
- Ensure that Key Personnel as defined below in Section 4.5.7.1 are in place and resources are available to support Contract Transition, Migration, and Transfer upon award of the Contract

Bidder under	stands the requ	uirement and sho	all meet or exceed i	t? Yes	_ <i>No</i>
Reference:	document				
location		page	paragraph		
Description:					

CALNET II RFP Section 4, Page 11 ADDENDUM #28 04/13/06

4.5.5 Contract Business Relationships (M)

In RFP Section 1.3 and Section 4.4 of the RFP, the State introduces the concept of four individual business Modules to support statewide telecommunications and network services. The State intends to award a separate Contract for each service Module. The State acknowledges the uniqueness of service Modules, interdisciplinary relationships, and business interactions that may impact the provisioning of total service opportunities within and between service Modules for Customers. The State anticipates that some services in Module 1 - Core Services and Module 2 - Long Distance Services for Voice will complement each other in some service applications and require interoperability.

In Module 3 and Module 4, technical interoperability is not a business requirement. The Bidders must satisfy the State's Requirements for establishing Contract Business Relationships as identified in the subsections listed below..

Bidder under:	stands the requirement and shall meet or exceed it? Yes No
Reference:	document
location	pageparagraph
Description:	

4.5.5.1 State and Contractor Business Relationships (M)

The State is committed to working cooperatively with the Contractors to establish a positive working relationship and an environment that facilitates communication, cooperation, and collaboration between other Contractors and with the State.

The successful Bidder(s) will be required to establish business relationships with other awarded Contractors to provide services within and between service Modules in support of statewide telecommunications services.

Using the State's business Requirements identified in Section 6 and required services as defined in Section 4.4, Bidders shall also commit to the subsections below.

For the purpose of the RFP references to "business model" is intended to mean a process, procedure, or business practice that shall demonstrate how the Bidder will meet specific RFP Requirements. Where the Bidder documents, places, or describes the business model in its proposal is at its discretion.

Bidder under	stands the requ	irement and shal	l meet or exceed it? Yes <u>.</u>	No
Reference:	document			
location		page	paragraph	
Description				

CALNET II RFP Section 4, Page 12 ADDENDUM #25 03/16/06

4.5.5.1.1 Communication, Cooperation, and Collaboration (M)

Bidders shall describe in detail their understanding of the contractual obligation and commitment to establish business models for communication, cooperation, and collaboration with Contractors of other service Modules that facilitates the orderly Transition, Migration, Transfer, and on-going services ordering/provisioning support of services between and outside Modules.

Bidder understand	s the requirement and s	hall meet or exceed it? Ye	esNo
Reference: doc	ument		
location	page_	paragraph	
Description:			
4.5.5.1.2	Business Practices an	nd Contract Terms and	Conditions (M)
		e in detail the process fort inter-Module service rms and conditions.	
Bidder understand	s the requirement and s	hall meet or exceed it? Ye	esNo
Reference: doc	ument		
location	page_	paragraph	
Description:			

CALNET II RFP Section 4, Page 13 ADDENDUM #25 03/16/06

4.5.5.1.3 Technical Interoperability (M) (only applicable to Modules 1 and 2)

Bidders shall describe in detail their commitment to technical interoperability requirements in accordance with Sections 6.1 and 6.2.

Bidder understand	s the requirement and shall meet or exceed it? YesNo
Reference: doc	ument
location	page paragraph
Description:	
4.5.5.1.4	Impact on other Module's Services (M)
	Bidders shall describe in detail how the implementation of their services for the proposed Module(s) will not negatively impact the functionality of the other Modules, even if no interoperability requirement exists.
Bidder understand	s the requirement and shall meet or exceed it? YesNo
Reference: doc	ument
location	page paragraph
Description:	

4.5.5.1.5 Business Relationships with Other Telecommunications Providers

The Contractor(s) may subcontract with other telecommunications providers for the provisioning of specific Deliverables and Services in the subcontractors' authorized facilities-based territories. The State of California encourages the telecommunications industry to work together in alliance arrangements to provide peer-to-peer services on a fully retail basis for the delivery of CALNET II Deliverables and Services as described in this RFP. Consistent with

CALNET II RFP Section 4. Page 14 ADDENDUM #25 03/16/06

provisions of federal and State law, the State expects carriers to transmit information on a retail-to-retail basis for purposes of providing Deliverables and Services.

For the purposes of managing the contract as described in RFP Section 1.2, the Contractor(s) will act as an agent of the subcontractors when dealing with the State on a daily basis. However, the State may work directly with the Contractor(s)'s subcontractors to expedite the resolution of specific provisioning or trouble related problems.

The State reserves the right to request and participate with the Contractor in a discussion of rates and charges with the Contractor(s)'s subcontractors consistent with this RFP when special state business circumstances and considerations require it. This request will not be unreasonably withheld.

4.5.5.2 Corporate Business Relationships (M)

In the event that a Bidder is awarded a Contract in more than one Module, the Bidder must adhere to the requirements of each Contract independently. Bidders shall submit a Contractor Business Plan as referenced in Section 4.5.7 with their Proposal(s) for each Module that also identifies the items discussed in the subsections below.

Bidder under	stands the requirement and shall meet or exceed it? YesNo	
Reference:	document	
location	pageparagraph	
Description		

4.5.5.2.1 Single Point of Contact (M)

Bidders shall describe in detail the process for how corporate governance will meet "single point of contact" responsibilities. (Section 4.5.1, Item 12.) If a Bidder wins more than one module

CALNET II RFP Section 4. Page 15 ADDENDUM #23 03/06/06

they may be required by the State to provide a "single point of

contact" for all their awarded Contracts. Bidder understands the requirement and shall meet or exceed it? Yes No Reference: document_____ location_____page____paragraph____ Description: 4.5.5.2.2 Interaction Between Affiliates (M) Bidders will describe in detail the anticipated process for interaction with their Affiliates that are bidding on other CALNET II Modules in the event that such Affiliates are awarded Contracts. Bidder understands the requirement and shall meet or exceed it? Yes_____ No____ document_____ Reference: location_____page____paragraph____ Description: 4.5.5.2.3 Competitive Business Goals Between Affiliates (M) Bidders shall describe in detail the process for how conflicts in competitive business goals between Affiliates and service Modules will be resolved so as not to negatively impact the provisioning of service to Customers. Bidder understands the requirement and shall meet or exceed it? Yes_____ No____ document Reference: location_____page____paragraph____ Description:

4.5.5.2.4 Sharing of Key Personnel and Resources (M)

Section 4.5.7.1 requires identification of Key Personnel. Bidders that submit a Proposal to share Key Personnel or resources between corporate entities in support of individual Contract requirements, shall demonstrate how sharing of resources will not negatively impact individual Contract administration, management, and operations. Any plan to share Key Personnel, resources, or functions (e.g., billing, service order, trouble reporting) shall be included in the Contractor Business Plan and requires DTS/STND approval prior to implementation.

Bidder unde	rstands the requirement and shall meet or exceed it? Yes No
Reference:	document
location	page paragraph
Description:	
Transition/I	Migration/Transfer Objectives (M)
4.5.6.1 Tr	ansition (M)
Contract wil	as documented its requirements that existing Customers of the CALNET II Il Transition to CALNET II Contract Services for Module 1 – Core Services 2 –Long Distance Services for Voice at no cost to the State or its Customers.
at their opti Transition-In predicated operational authority ma	e Agencies and local government Customers may Transition to CALNET II ton. In Sections 6.1.14 and 6.2.25, the Bidders are required to submit an Plan that establishes a Transition schedule, the specifics of which are non many factors. The State recognizes that Customer business needs, requirements, and/or service complexities as well as DTS/STND oversight may impact Transition planning and schedules. Refer to Appendix B, Modelinguage, Section 76.
Bidder unde	rstands the requirement and shall meet or exceed it? Yes No
Reference:	document
location	pageparagraph
Description:	

CALNET II RFP SECTION 4, PAGE 17

4.5.6

4.5.6.2 Migration

location

Description:

In a situation where a Customer requests Migration directly from existing CALNET I Contract Services to new services available in CALNET II Module 3 – Internet Protocol Services or Module 4 - Broadband Fixed Wireless Access Services, the Customer will be responsible for any installation charges associated with provisioning of services.

The Bidder is expected, as part of the required Migration planning, to coordinate with the incumbent provider(s) on all actions required to facilitate timely and orderly Migration of services. The DTS/STND will be the approving authority for all Customer requests to Migrate directly from existing CALNET I Contract Services to CALNET II Module 3 or Module 4 Services.

Bidder understands the requirement and shall meet or exceed it? Yes_____ No____

Reference: document	
locationpageparagraph	
Description:	
4.5.6.3 Transfer Between Modules	
Under the four-Module business concept, the Customer may have a business requirent to Transfer between CALNET II service Modules. There are two situations when may occur. The first is when the Customer submits a routine business request to Transervices between Modules. In this situation the Customer will incur installation charge	this sfer
The second situation is where the Customer has ordered services, Transfer Transitioned, or Migrated to a Module service(s) that fails implementation and Acceptance Testing requirements. The Customer shall then have the option Transferring to another Module for services under CALNET II at the expense of Contractor of the failed service if the failed service cannot be remedied in a time manner per provisioning and SLA requirements in Section 6.	d/or of the
In the event that DTS/STND determines that replacement of failed service(s) must acquired outside of the CALNET II Contracts, the Contractor of the failed service shall responsible for installation costs. Refer to Appendix B, Model Contract Languages Section 34.	l be
Bidder understands the requirement and shall meet or exceed it? Yes No	
Reference: document	

CALNET II RFP Section 4, Page 18 ADDENDUM #28 04/13/06

_____ page_____ paragraph____

4.5.7 Contractor Business Plan (M)

Contractor shall submit with the Proposal a Business Plan as referenced in Appendix B, Model Contract Language, Section 52.f, and annually thereafter that demonstrates that qualified staff and resources are available to support the business and Contract management activities consistent with the terms and conditions of the Contract(s).

Bidder under	stands the requir	ement and shal	ll meet or exceed it? YesNo	
Reference:	document			_
location		page	paragraph	
Description:				

4.5.7.1 Staffing and Resource Requirements (M)

Contractor shall describe and identify the appropriate staff resources to be assigned upon award of the Contract as listed below:

- 1. A list of personnel classifications assigned with required skills defined for each classification.
- 2. An organization chart of personnel assigned to the Contract.
- 3. Brief resume statements of Key Personnel for the Contract, including but not limited to the following:
 - a. Executive Officers
 - b. Dedicated Contract Program Manager
 - c. Project Manager (Transition/Migration/Transfer as appropriate)
 - d. Service Operations Manager
 - e. Marketing Manager
 - f. Technical Solutions Manager
 - g. Training Manager
- 4. Executive level personnel must be available to meet and confer with the State on Contract related issues in Sacramento.
- 5. Other Key Personnel must be available to work in California at the request of the State, at the State's designated location, and at no additional cost to the State.
- 6. The State requires the Contractor to have an agent in California authorized to review, approve, and sign Contract amendments.

CALNET II RFP Section 4, Page 19 Addendum #23 03/06/06

STATE OF CALIFORNIA RFP DGS-2053

Bidder understands the requirement and shall meet or exceed it? Yes_____No____

____page____paragraph____

4.5.7.2 Business Activity Requirements (M)

document

Reference:

Description:

location

Bidders shall describe in detail, at a minimum, business and Contract management activities referred to in Appendix B, Model Contract Language, Section 52.f.

- 1. Bidders shall describe in detail their ongoing commitment to maintain working relationships with other Module service providers.
- 2. Bidders shall describe in detail how they envision establishing business processes with suppliers of other Module Services where said service will Transition, Migrate, or Transfer between or out of Contract Services.
- 3. Bidders shall describe in detail their business processes for initiating service orders, trouble reporting, invoicing for services, and adherence to Contract terms and conditions.
- 4. Where one Contractor has been awarded more than one service Module, and uses separate business entities to provide services, the Contractor's Business Plan shall describe in detail how Contractor will comply with requirements as set forth Section 4.5.5.

Bidder under	stands the requirement and shall meet or exceed it? Yes No	_
Reference:	document	
location	page paragraph	
Description:		

CALNET II RFP Section 4, Page 20 ADDENDUM #25 03/16/06

4.5.8 Service Technical Evaluation And Demonstration Process (M)

DTS/STND uses this Contract as a means to perform service oversight, Customer advocacy, and fiscal and technical management responsibilities.

In the course of that oversight the State is required to examine key elements of the CALNET II Services to maintain current and long-term goals. This analysis is conducted to determine the reliability of the services and takes into consideration issues such as redundancy, diversity, interoperability, and scalability.

The State maintains a technical lab in the Sacramento, California metropolitan area for evaluation and demonstration of existing or potential Contract Services. Upon the State's request, and at no charge, the Contractor shall install and maintain service interfaces and/or components . These services shall be mutually agreed upon by DTS/STND and Contractor for evaluation and/or demonstration of contracted services.

All services proposed for addition to the Contract through the amendment process shall include a technical evaluation component. This requirement is limited to service amendments that are technical in nature and deemed by DTS/STND to require evaluation by the State. Technical evaluations for proposed services may also be conducted within the amendment evaluation process. Should the State decide that further evaluation or demonstration is necessary, the proposed service will be removed from the amendment process and resubmitted for consideration upon completion of the evaluation and/or demonstration to the satisfaction of the State.

Bidder understands the requirement and shall meet or exceed it? YesNo					
Reference:	document				<u></u>
location		page	paragraph		
Description:					

CALNET II RFP Section 4, Page 21 ADDENDUM #28 04/13/06

4.5.9 Dedicated Contract Program Manager (DCPM) Responsibilities (M)

It is the responsibility of each Contractor's DCPM to ensure that the Contractor complies with the Statement of Work (Appendix B, Attachment 2). In addition to the Statement of Work, Appendix B, Section 50 and Table 4A also include obligations for administrative, reporting and relationship management functions of the Contractor. Because of the size and complexity of the RFP, the State recognizes and acknowledges all possible scenarios cannot be identified; however, the following representative examples illustrate the type of functions the State will consider in assessing Contract performance. The Bidders will describe in detail how they will comply with the requirements of this section.

Bidder under:	stands the require	ement and shall meet or exceed it? Yes No_	
Reference:	document		
location		page paragraph	
Description			

4.5.9.1 Administrative Functions (M)

Administrative functions are defined as those consistent with Contractor's Program Management responsibilities. Some examples of these functions include, but are not limited to the following:

- Responding in writing within 5 business days to the State Program Manager's correspondence and established suspense date.
- Ensuring that Contractor does not market services that are not available on the Contract in a manner that implies to Customers the services are, or will become, contractually available.
- Providing the State written notice of regulatory changes that impact the provisioning of Contract Services and/or the administration of the Contract.
- Ensuring that Contractor Staff are adequately trained on Contract) Services and knowledgeable on the terms and conditions of the Contract.
- Obtaining DTS/STND approval prior to implementation of Individual Case Basis Pricing options.
- Obtaining approval for Individual Pricing Reductions prior implementation by submitting a signed Individual Pricing Reduction Notification (Appendix B, Attachment 5) to DTS/STND.

CALNET II RFP ADDENDUM #27 04/05/06 SECTION 4. PAGE 22

Bidder ı	understands the requirement and shall meet or exceed it? Yes No
Referen	ce: document
location	page paragraph
Descrip	tion:
4.5.9.2	Reporting Functions (M)
	Reporting functions are defined as detailed accounting of Contract requirements necessary for the State to conduct Contract oversight, monitoring, compliance, and Customer relationships. Some examples of these functions include, but are not limited to:
	• Ensuring approved Individual Case Basis Pricing options are documented in a monthly report and are posted on the DTS/STND designated website within mutually agreed upon delivery date.
	• Ensuring approved Individual Pricing Reduction rates are posted on the DTS/STND designated website within 10 calendar days of effective date of rates.
	• Ensuring Contractor corrects problem associated with inaccurate or incomplete report content submitted to the State.
Bidder ı	understands the requirement and shall meet or exceed it? Yes No
Referen	ce: document
location	pageparagraph
Descrip	tion:

4.5.9.3 Relationship Management Functions (M)

The State perceives the ideal relationship management environment as one which fosters open communications; honest and meaningful discussions; professional courtesy; respect for others' point of view; and enhances an atmosphere of trust that results in a mutually beneficial business relationship. This environment will help ensure that Customers served by the Contract(s)

CALNET II RFP Section 4, Page 23 ADDENDUM #28 04/13/06

receive cost effective and efficient services that in turn enable them to better serve the citizens of California. Some examples that illustrate relationship management for which the State holds the Contractor responsible include, but are not limited to the following:

- Ensuring that Contractor assigns a DCPM throughout the Term of the Contract.
- Ensuring that Contractor provides adequate Contractor staff resources and skill levels to support Contract programs and Customers.
- Ensuring that Contractor responds promptly to DTS/STND Management's verbal requests and/or directions regarding contract issues.
- Ensuring that the Contractor and its subcontractors and/or Affiliates comply with Contract terms and conditions.
- Ensuring that Contractor provides written notice to DTS/STND 60 calendar days prior to effective date of FCC and CPUC mandated and discretionary charges (i.e., service taxes, fees, surcharges and surcredits), which Contractor intends to recover from the Customers. Written notice must also include: (i) The Service(s), location(s), and Customer(s) affected by such service taxes, fees, surcharges and surcredits, (ii) The effective period of such items, (iii) A description of how such items are to be applied, and (iv) A description of how the accuracy of such items may be verified by Customers.
- Ensuring that Contractor promptly responds to State's written requests for Contract related and/or supplemental information.
- Ensuring that Contractor complies with contractual obligation, commitment, spirit, and intent of the four (4) Module concept to establish Contract Business Relationships with the State and Contractors of other service Modules as defined in Section 4.5.5 and Section 5, Exhibit 5-N of the RFP.
- Ensuring that Contractor complies with the provisions of Appendix B, Section 30.

Bidder undei	rstands the requirement and shall meet or exceed it? Yes No	
Reference:	document	
location	pageparagraph	
Description:		

CALNET II RFP Section 4, Page 24 ADDENDUM #33 06/05/06

4.5.10 Performance Deficiencies And Charges (M)

The purpose of Appendix B, Model Contract Language, Section 50, Performance Deficiencies and Charges is to ensure Contractor accountability and to improve performance of administrative, reporting, and relationship management functions where deficiencies have been identified. The State's objective is not to levy charges, but to work with the Contractor to identify and resolve performance deficiencies.

Beginning with the State (Program Manager) and the Dedicated Contract Program Manager (DCPM), hereafter referred to as "Contractor", the provisions of Section 50 will be exercised in resolving performance deficiency issues using the following order of precedence:

- 1. State shall notify Contractor of performance deficiency occurrence in writing.
- 2. State and Contractor shall meet and confer to discuss alternative remedies and/or cures.
- 3. State shall set starting cure period, not to exceed 60 calendar days.
- 4. State shall invoice Contractor for deficiency, if cure unsatisfactory.
- 5. Contractor shall pay invoice within thirty (30) calendar days of receipt or notify the State if it intends to dispute the invoice using Appendix B, Model Contract Language, Section 35.

Table 4A below describes the Performance Obligations, Deficiency, and Performance Deficiency Charges for Contractor performance.

Table 4A includes categories describing deficiencies in the performance of administrative, reporting, and relationship management functions. Performance categories, deficiencies, and remedies provided below may be revised and/or expanded based upon experience and observations of Contractor performance.

CALNET II RFP Section 4. Page 25 ADDENDUM #27 04/05/06

Table 4A – Performance Deficiencies And Charges					
Performance Obligations	Deficiency	Performance Deficiency Charges			
Administrative Functions (Section 4.5.9.1)	Contractor fails to respond in writing within 5 business days to State Program Manager's correspondence and established suspense date.	Up to \$500 per occurrence/ up to \$250 per week thereafter until Contractor's response is received			
	Contractor markets Services that are not available on the Contract in a manner that implies to the Customer the Services are or will become contractually available.	Up to \$1,000 per occurrence			
	Contractor does not provide written notice to the State of regulatory changes that impact the provisioning of Contract Services and/or the administration of the Contract.	Up to \$1,000 per occurrence			
	Contractor staff demonstrates a lack of adequate training on Contract Services and inadequate knowledge of the Contract terms and conditions.	Up to \$500 per occurrence			
	Contractor fails to obtain DTS/STND approval prior to implementation of Individual Case Basis Pricing option.	Up to \$500 per occurrence			
	Contractor fails to obtain DTS/STND approval for Individual Pricing Reduction prior to implementation of rates.	Up to \$1,000 per occurrence			
Reporting Functions (Section 4.5.9.2)	Contractor fails to post approved Individual Case Basis Pricing options monthly report on the DTS/STND designated website within the mutually agreed upon delivery date.	Up to \$250 per occurrence/up to \$250 per week thereafter, until posted			
	Contractor fails to post approved Individual Pricing Reduction rates on the DTS/STND designated website within 10 calendar days of effective date of rates.	Up to \$250 per occurrence/up to \$250 per week thereafter, until posted			
	Contractor does not correct problem that results in inaccurate or incomplete report content being submitted to the State even after application of appropriate Administrative Service Level Agreement provisions.	Up to \$5,000 per occurrence			

CALNET II RFP Section 4, Page 26 ADDENDUM #28 04/13/06

Table 4A – Performance Deficiencies And Charges					
Performance Obligations	Deficiency	Performance Deficiency Charges			
Relationship Management Functions	DCPM successor is not assigned to the Contract 5 business days prior to the departure of incumbent DCPM.	Up to \$500 per day that the Contractor does not have a DCPM (interim or permanent) assigned to the Contract			
(Section 4.5.9.3)	Contractor fails to provide adequate number of staff resources and/or staff with appropriate skill levels to support Contract programs and Customers.	Up to \$1,000 per Contractor Business Plan Requirement deficiency			
	Contractor fails to respond to repeated (three or more) DTS/STND Management's verbal and/or email requests and/or directions regarding Contract issues.	Up to \$500 per occurrence			
	Contractor's subcontractors and/or Affiliates fail to comply with Contract terms and conditions.	Up to \$500 per occurrence			
	Contractor fails to provide written notice to DTS/STND 60 calendar days prior to effective date of FCC and CPUC mandated and discretionary charges (i.e., service taxes, fees, surcharges and surcredits), which Contractor intends to recover from the Customers, or written notice does not include: (i) The Service(s), location(s), and Customer(s) affected by such service taxes, fees, surcharges and surcredits, (ii) The effective period of such items, (iii) A description of how such items are to be applied, and (iv) A description of how the accuracy of such items may be verified by Customers.	Up to \$5,000 per occurrence			
	Contractor fails to provide a response to State's written request for Contract related and/or supplemental information within 10 Business Days of State's request which either fully answers the request or provides an explanation as to why Contractor is unable or unwilling to respond to State's request.	Up to \$500 per occurrence			

CALNET II RFP Section 4, Page 27 ADDENDUM #28 04/13/06

Table 4A – Performance Deficiencies And Charges					
Performance Obligations	Deficiency	Performance Deficiency Charges			
	Contractor fails to comply with contractual obligation, commitment, spirit, and intent of the four (4) Module concept to establish ongoing Contract Business Relationships with the State and Contractors of other service Modules as defined in Section 4.5.5 and Section 5, Exhibit 5-N of the RFP.	Up to \$1,000 per occurrence			
	Contractor fails to comply with provisions of Appendix B, Section 30.	Up to \$5,000 per occurrence			

Bidder under	stands the requi	rement and shal	ll meet or exceed it? Y	esNo
Reference:	document			
location		page	paragraph	_
Description:				

CALNET II RFP Section 4, Page 28 ADDENDUM #33 06/05/06